

AGN. NO.

MOTION BY SUPERVISOR MARK RIDLEY-THOMAS

August 18, 2015

AGREEMENT FOR AN OCEAN-FRIENDLY GARDEN AT THE GARDENA MAYME DEAR LIBRARY

The West Basin Municipal Water District's (Water District) Ocean-Friendly Demonstration Gardens Program (program) showcases opportunities to conserve water while still creating attractive gardens. The program mitigates runoff and reduces outdoor water usage by providing weather-based irrigation controllers and native plant landscaping. A licensed landscape contractor designs and installs the Ocean-Friendly Garden, maintains it for an initial 90-day period, and trains the appropriate maintenance staff for long-term care.

The Water District has expressed a desire to install an Ocean-Friendly Garden, at no cost to the County of Los Angeles, in the front yard of the Gardena Mayme Dear Library, located at 1731 West Gardena Boulevard in the city of Gardena. The Los Angeles County Public Library Department would be responsible for preparing the designated area, acquiring necessary permits and maintaining the Ocean-Friendly Garden for a period of five years following the installation.

-MORE-

MOTION

SOLIS _____

RIDLEY-THOMAS _____

KUEHL _____

KNABE _____

ANTONOVICH _____

I THEREFORE MOVE THAT THE BOARD OF SUPERVISORS:

1. Find that the proposed agreement is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board of Supervisors, per sections 15301 and 15302 of CEQA due to the replacement of existing landscape with no expansion;
2. Delegate authority to the County Librarian, or her designee, to execute an agreement substantially similar to the attached agreement and any immaterial amendments as needed, subject to County Counsel's approval as to form, with the West Basin Municipal Water District for the installation of an Ocean-Friendly Garden at the Gardena Mayme Dear Library;
3. Accept a one-time donation at a value not to exceed \$35,000 from the West Basin Municipal Water District to enhance the landscape at the Gardena Mayme Dear Library; and
4. Direct the County Librarian to send a thank you letter to the West Basin Municipal Water District thanking them, on behalf of the Los Angeles County Board of Supervisors, for their partnership in reducing water usage while beautifying County assets.

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**AGREEMENT NO. WXXX
BETWEEN WEST BASIN MUNICIPAL WATER DISTRICT
AND THE COUNTY OF LOS ANGELES REGARDING
OCEAN-FRIENDLY DEMONSTRATION GARDEN PROJECT**

West Basin Municipal Water District ("Water District ") and the **COUNTY OF LOS ANGELES** ("COUNTY"), (together referred to as "Parties" or each individually, "Party"), agree to the following terms as of _____, 2015 ("Commencement Date").

Section 1. Introduction.

1.1. Water District has established an Ocean-Friendly Demonstration Garden Program (Program). The Program involves providing a free garden to cities and public spaces within the Water District's service area. Water District will provide a licensed landscape contractor to design and install the garden, materials, and labor (both volunteer and paid). Under the supervision of the Water District, the Surfrider Foundation (Foundation) will also provide consulting services and volunteer labor when needed.

1.2. Water District and COUNTY desire to work together to implement the installation of an Ocean-Friendly Garden ("OFG") at Gardena Mayme Dear Library (Library), located at 1731 West Gardena Boulevard, Gardena CA, 90247 to further their common interest in promoting ocean-friendly landscape design, which will help improve water supply and quality in the region.

Section 2. Obligations of the Parties.

2.1. Water District will provide certain landscape related services to COUNTY as its contribution to COUNTY's OFG. These landscape services include a licensed landscape contractor, all required materials, and any other necessary labor to install the OFG. Water District will be responsible for complying with the Public Contracts Code and all applicable statutes and regulations governing the installation of the OFG on public property. The Water District will provide site measurements, conduct the soil analysis and provide soil treatments necessary, if suggested by the landscape designer. Water District will also provide an interpretive sign at the site (this sign will designate the

garden as “Ocean-Friendly” and include all logos of the funding partners and participating entities), 90-days of maintenance by the contractor and a one-hour maintenance training session for COUNTY staff.

2.2. COUNTY will provide a location for the OFG, and ensure access for the design and installation crews to inspect the site and install the OFG. COUNTY will also provide a schematic of the existing conditions and inform Water District of any possible unforeseen conditions of the site prior to the design process, pay for and obtain all necessary permits and provide the site preparation (i.e. demolition of existing materials). COUNTY will provide the Water District all logos in the format requested by the Water District.

2.3. COUNTY will maintain all areas of the OFG. If the OFG is not maintained for a five (5) year period following installation, the Water District may, at its own discretion, require reimbursement of all funds spent by the Water District designing and installing the OFG. Exhibit A describes the maintenance plan for the demonstration garden.

Section 3. Term

The term of this Agreement will commence on the date first above written (Commencement Date) and will conclude five (5) years from the Installation Date.

Section 4. Indemnification

4.1. COUNTY will hold harmless, defend at its own expense, and indemnify Water District, its officers, employees, and agents against any and all liability, claims, losses, damages, or expenses, including reasonable attorneys’ fees, arising from all acts or omissions to act of COUNTY or its officers, agents, or employees arising from or in connection with the funding or activities performed under this agreement; excluding, however, such liability, claims, losses, damages, or expenses arising solely from Water District's negligence or willful acts.

4.2. Water District will hold harmless, defend at its own expense, and indemnify COUNTY, its officers, employees, and agents against any and all liability, claims, losses, damages, or expenses, including reasonable attorneys’ fees, arising from all acts or omissions to act of Water District or its officers, agents, employees or

volunteers, including the Surfrider Foundation or any its agents or persons acting under its auspices, arising from or in connection with the funding or activities performed under this agreement; excluding, however, such liability, claims, losses, damages, or expenses arising solely from COUNTY's negligence or willful acts.

Section 5. Assignment

5.1. COUNTY will not assign, sell, or otherwise transfer any obligation or interest in this Agreement without the specific written consent of the Water District.

Section 6. Independent Contractor

6.1. The COUNTY is a separate public entity and not an agent of the Water District.

6.2 The Water District is a separate entity and not an agent of the COUNTY.

Section 7. Applicable Law

7.1. This Agreement will be construed in accordance with and governed by the laws of the State of California.

Section 8. Integration

8.1. This Agreement represents the entire understanding of the Parties. No prior oral or written understanding will be of any force or effect with respect to those matters covered by this Agreement.

Section 9. Termination

9.1 Either party may terminate this agreement at any time with thirty (30) days written notice to the other party. In the event of termination by COUNTY, COUNTY will reimburse Water District for all expenditures incurred prior to termination for the OFG described herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

WEST BASIN MUNICIPAL WATER DISTRICT

COUNTY OF LOS ANGELES PUBLIC LIBRARY,

By: _____
Richard Nagel, General Manager

By: _____
County Librarian or Designee

Date: _____

Date: _____

APPROVED AS TO FORM:

ATTEST:

By: _____
Lemieux and O'Neill,
Water District Counsel

By: _____
Name, Title

APPROVED AS TO FORM:

MARY WICKHAM
Interim County Counsel

By: _____
Jill M. Jones
Deputy County Counsel